

MANATEE COUNTY SCHOOL DISTRICT
2802 B 27th Street East
Bradenton, FL 34208

May 3, 2007

Letter of Appeal
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 02-6
CC Docket No 96-45

Request For Review, or alternatively, Request for Waiver of Universal Service
Administrative Company Administrator's Decision on an Appeal letter dated March 5, 2007,
re Form 471 Application Number 508569.

Authorized person who can best discuss this Appeal with you

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Application Information

<u>Entity</u>	Manatee County School District
<u>Billed Entity Number</u>	127848
<u>Funding Year</u>	FY9 (2006-2007)
<u>Form 471 Application Number</u>	508569 ¹
<u>Funding Request Number</u>	1402234
<u>Total Funding Commitment Request</u>	\$327,564.00
<u>Document To Be Reviewed</u>	Administrator's Decision on Appeal Letter dated March 13, 2007, re Form 471 Application Number 525485 ²
<u>Decision To Be Reviewed</u>	Denied

¹ FCC Form 471 # 508569 for funding year 7/1/2006 – 6/30/2007, posted and certified on 2/6/2006 by Manatee County School District.

² Letter from Universal Service Administrative Company, Schools and Libraries Division, to Richard Larson, eRate Consulting Services LLC, dated March 5, 2007 (Administrator's Decision on Appeal – Funding Year 2006-07).

Request for Waiver

Preliminary Matters

As an initial matter, the petitioner, Manatee County School District ("Manatee County") respectfully requests that the Federal Communications Commission (hereinafter, the "FCC" or "Commission") grant a waiver of the Universal Service Administrative Company ("USAC") program rules regarding consideration of new information on appeal. Manatee County further requests that the FCC will:

- accept Form 470 # 193030000509047³ from funding year 2005-06 as the establishing Form 470 for FRN 1402234;
- accept and confirm the three-year contract dated February 16, 2005 between Verizon Florida, Inc. (Verizon) and Manatee County⁴ as the correct contract for services for this FRN; and
- enter a final order instructing USAC's Schools and Libraries Division to approve the requested total commitments of \$327,564.00 for this FRN.

Factual Background

This appeal relates to a series of procedural mistakes and misunderstandings by the petitioner, Manatee County. On February 16, 2005, Manatee County executed a three-year contract with Verizon to provide broadband connectivity to their facilities with the flexibility to migrate to more effective technology during the term of the contract ("The 2005 Contract"). The 2005 Contract did not require further agreements for the second and third years of its term, and substantiates the services summarized in the Item 21 attachment for FRN 1402234.⁵

The Manatee County staff member assigned to prepare its e-rate forms, Steven Wright, is the Communications & Technical Systems Support Manager for Manatee County. Like many applicant representatives, he is not a grant administrator, and only performs e-rate duties on top of his full-time responsibilities for the technology systems for all 52 schools in the district.⁶ Mr. Wright lacked prior experience with USAC's rules regarding multi-year contracts, and he was confused regarding USAC's procedural rules on such multi-year agreements. As a result of his lack of experience and misunderstanding of USAC procedural rules, Mr. Wright erroneously interpreted the rules to require: (a) the re-posting of the services to be provided in years two and three of the original 2005 Contract on subsequent funding years' Forms 470; and (b) execution of a new contract each year to cover the remaining portion of the original three-year contract term.

Based on this misunderstanding of USAC's procedures, Manatee County posted this service on their 2006-07 Form 470 # 523540000562737.⁷ After the 28-day waiting period⁸ and

³ FCC Form 470 # 193030000509047 for funding year 7/1/2005 – 6/30/2006, posted 11/10/2004 and certified on 11/15/2004 by Manatee County School District.

⁴ "Service Agreement" made by Verizon Florida, Inc., and Manatee County School District, dated February 16, 2005.

⁵ "Item 21 Attachment" (Attachment: Internet#2; Application: 508569) created by Manatee County School District.

⁶ Declaration from Steven Wright, Manatee CSD, to FCC, on May 3, 2007. See also fn. 34, *infra*.

⁷ FCC Form 470 # 523540000562737 for funding year 7/1/2006 – 6/30/2007, posted and certified on 12/14/2004 by Manatee County School District.

⁸ 47 C.F.R. § 54.504(b)(4).

appropriate bid evaluation, a two-part document⁹ was created in late January 2006 (the "2006 Re-Styled Contract") to satisfy Manatee County's erroneous perception of e-rate multi-year contract procedures. It consists of a duplicate of a portion of the original February 16, 2005 contract, and a supplement spelling out technology migration already permitted in the February 16, 2005 contract. The first part of the 2006 Re-styled Contract refers directly to the terms and school listings on the original 2005 Contract, and terminates on the same date as the original 2005 Contract. *This two-part 2006 Re-Styled Contract neither changes nor adds anything to the original 2005 Contract.* Compounding Mr. Wright's misunderstanding of USAC's rules which led to creation of the 2006 Re-Styled Contract, a clerical oversight caused the 2006 Re-Styled Contract to remain unsigned by Manatee until May 23, 2006.¹⁰

After being advised of the procedural error via the Funding Commitment Decision Letter of September 19, 2006¹¹, both Manatee County and Verizon agreed to void the two-part 2006 Re-Styled Contract, and both parties signed a letter¹² nullifying the erroneous contract and reaffirming the original 2005 Contract for its full term, which extends into 2008.

As shown herein, USAC's denial should be reversed by the FCC, or alternatively, a waiver should be granted by the Commission to Manatee County because:

1. The original February 16, 2005 agreement was and is still in effect for this service.
2. The 2006 document was a redundant and unnecessary duplication of a portion of the 2005 Contract prompted by Manatee County's misinterpretation of USAC's procedural rules and Verizon's willingness to accommodate a valued customer; and
3. Nothing has been shown or alleged that Manatee County's missteps result from waste, fraud or abuse of the system or misuse of funds, and to deny Manatee County the requested funding would result in an underserved hardship which would be contrary to the overall goals of the 1996 Telecommunications Act.

Discussion of Authority

The E-rate program permits eligible schools, libraries, and consortia that include eligible schools and libraries to apply for funding in the form of discounts on eligible telecommunications services, Internet access, and internal connections.¹³ The rules governing the E-rate program rules provide that, with one limited exception for existing, binding contracts, an eligible school, library, or consortium that includes eligible schools or libraries must seek competitive bids for all services eligible for support.¹⁴ In accordance with these rules, an applicant must file with USAC an FCC Form 470 requesting services.¹⁵ After the FCC Form 470 is posted to USAC's web site, the applicant must wait 28 days before entering into an agreement with a service provider for the requested services and

⁹ "Application for Service" made by Verizon Florida, Inc., and Manatee County School District, signed January 27, 2006 and May 23, 2006.

¹⁰ This procedural error now serves as the basis for USAC's denial of FRN 1402234.

¹¹ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Steven Wright, Manatee County School District (dated September 19, 2006) (Funding Commitment Decision Letter).

¹² Letter from Verizon Florida, Inc., to Manatee County School District, dated November 15, 2006.

¹³ 47 C.F.R. §§ 54.501-54.503.

¹⁴ 47 C.F.R. §§ 54.504, 54.511(c).

¹⁵ 47 C.F.R. § 54.504(b); *see also* Schools and Libraries Universal Service, Description of Services Requested and Certification Form, OMB 3060-0806 (September 1999) (FCC Form 470).

submitting an FCC Form 471.¹⁶ Section 54.504(c) of the rules also states that the FCC Form 471 requesting support for the services ordered by the applicant shall be submitted “upon signing a contract for eligible services.”¹⁷ Specifically, the instructions for FCC Form 471 state that applicants must have a “signed contract” or a “legally binding agreement” with the service provider “for all services” ordered on the FCC Form 471.¹⁸

To ensure that applicants are in compliance with USAC’s competitive bidding rules, applicants must file a new FCC Form 470 when the existing contract ends.¹⁹ When contracts expire at the end of the original term, the applicant must post a new FCC Form 470 for services provided beyond the contract expiration date.²⁰ An applicant does not need to post a new FCC Form 470 each year when it has a multi-year contract or when exercising a contract’s voluntary renewal provision if the applicant indicated that it was seeking a contract with those terms when it originally filed the FCC Form 470.²¹

On March 28, 2007, the Commission issued an Order in a factually similar case which provided relief to 66 applicants which USAC alleged did not have contracts in place at the time of the Form 471 submissions. *Adams County School District 14, Commerce City, Colorado, et al.*, File Nos. SLD-425151, 425211, 425303, 425352, 426285, *et al.*, CC Docket No. 02-6. In *Adams County*, the Commission wrote

The record demonstrates that although some Petitioners technically missed the program deadline for having a written contract in place, they were adhering to local or state procurement laws.²² Others had to have their commitments with service providers approved by their governing boards or their agreements with service providers were contingent upon getting USAC’s approval of funding before they could legally enter into the contract.²³ As a

¹⁶ 47 C.F.R. § 54.504(b)(4); *see also* Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (September 1999) (FCC Form 471).

¹⁷ 47 C.F.R. § 54.504(c); *see also* Request for Review of Waldwick School District, Schools and Libraries Universal Service Support Mechanisms, File No. SLD-234540, CC Docket No. 02-6, Order, 18 FCC Rcd 22994, 22995, para. 3 (Wireline Comp. Bur. 2003) (Waldwick Order); Request for Review of St. Joseph High School, Schools and Libraries Universal Service Support Mechanisms, File No. SLD-234540, CC Docket Nos. 96-45, 97-21, Order, 17 FCC Rcd 22499, 22500-01, para. 4 (Wireline Comp. Bur. 2002) (St. Joseph Order).

¹⁸ Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2001) (FCC Form 471 Instructions) at 19.

¹⁹ *See* Request for Review of New Albany-Floyd County Consolidated School Corporation, Schools and Libraries Universal Service Support Mechanisms, File No. SLD-287615, CC Docket No. 02-6, Order, 20 FCC Rcd 8159, 8160-61, para. 5 (Wireline Comp. Bur. 2005) (New Albany-Floyd County Order).

²⁰ *Id.* *See also* USAC website, Contract Guidance, <<http://www.sl.universalservice.org/reference/contract%5Fguidance.asp>> (retrieved Feb. 14, 2007).

²¹ *Id.*

²² *See* Request for Waiver of Ballard County School District; Request for Review of Bullock County School District; Request for Review of District of Columbia Public Schools; Request for Review of Duluth Public Schools; Request for Review of Guam Department of Education; Request for Review of Holy Family School; Request for Review of Institute for Learning Research, Inc.; Request for Review of Jefferson Parish School District; Request for Review of Madison-Oneida BOCES; Request for Review of Merrimack Valley Library Consortium; Request for Review of Metropolitan Dayton Educational Cooperative Association; Request for Review of Milwaukee Public Schools; Request for Review of Missouri Research and Education Network; Request for Review of Saint Paul Public Schools; Request for Review of San Diego Independent School System. Although these schools had substantially completed their selection process for service providers, the contracts were not in place when the FCC Forms 471 were submitted because of additional steps required by state or local procurement laws.

²³ *See* Request for Review of Adams County School District 14; Request for Review of Chesapeake Public Library System; Request for Review of Churchill County School District; Request for Review of Fox Public Schools;

result, these Petitioners were unable to sign a legally binding agreement prior to filing their FCC Form 471 as required by section 54.504(c) of our rules.²⁴ Other Petitioners were denied needed funding because of ministerial mistakes.²⁵ For example, Academia Cristo de los Milagros mistakenly noted on its FCC Form 471 that its contract ended nine months before the end of the funding year, thus securing funding for only three months instead of the 12 it intended.²⁶ In another appeal, Compton Unified School District said it submitted the wrong contract to USAC, making it appear as though its FCC Form 471 was submitted before its contract was signed.²⁷ **Although the Petitioners missed the deadline for evidencing a signed contract, they had legally binding contracts in place during the relevant funding years. Thus, all Petitioners had some form of an agreement with their service providers before submitting their FCC Forms 471.** We find, therefore, that in these specific circumstances, a limited waiver of rule 54.504(c) is warranted.²⁸

Like the applicants in *Adams County*, Manatee County has had in place, at all applicable times, a signed contract with Verizon for eligible services at the time of its submission of Form 471, i.e., the original 2005 Contract. While Mr. Stevens may have incorrectly thought otherwise, Manatee County's 2005 Contract for multi-year services remained, and remains, in effect since its original submission, and USAC's denial of funding was thus improper.

It is important to note that the Commission has acknowledged that while prior orders have been inconsistent on this point, the FCC's most recent review of the issue expressly

Request for Review of Monroe County Library System; Request for Review of Saddle Mountain Unified School District # 90; Request for Review of Saint Louis Special School District.

²⁴ 47 C.F.R. § 54.504(c). While the dates vary each year, an FCC Form 471 filing window is typically open from early November to early February preceding the start of the funding year. See USAC website, Schools and Libraries Timetable and List of Deadlines, <<http://www.universalservice.org/sl/tools/calendar-reminders.aspx>> (retrieved Feb. 14, 2007).

²⁵ See Request for Review of Academie Cristo de los Milagros; Request for Review of Amesbury School District; Request for Review of Audre & Bernard Rapoport Academy; Request for Review of Bertie County School; Request for Review of Bourne Middle School; Request for Review of City of Baker School System; Request for Review of Campbell City Schools; Request for Review of Christian Academy of Indiana; Request for Review of Compton Unified School District; Request for Review of Des Moines Public School; Request for Review and/or Wavier of Cristo Rey New York High School; Request for Review of Eagle Ridge Academy; Request for Review of FCMA Immokalee Charter School; Request for Waiver of Fulton County School District; Request for Review of Hmong Academy; Request for Review of Information Referral Resource Assistance Independent School District; Request for Review of Kingman Unified School District No. 20; Request for Review of Lapeer District Library; Request for Review of Leland School District; Request for Review of Lincolnville Central School; Request for Review and/or Waiver of Lowell Joint Elementary School District; Request for Review of Miami-Dade County Public Schools; Request for Review of Nicholas County School District; Request for Review of North Clackamas School District 12; Request for Review of Our Lady Queen of Martyrs School; Request for Review of Parma City School District; Request for Review of RCMA Wimauma Charter School; Request for Review of Russell County Public Schools; Request for Review of Salisbury-Elk Lick School District; Request for Review of Sanborn Regional School District; Request for Review of St. Ignatius School; Request for Review of St. Leo Catholic Urban Academy; Request for Review of St. Matthias School; Request for Review of St. Rose Catholic Urban Academy; Request for Review of Upshur County School District; Request for Review of Wood County Educational Service Center.

²⁶ Request for Review of Request for Review of Academie Cristo de los Milagros.

²⁷ Request for Review of Compton Unified School District.

²⁸ *Adams County School District 14, Commerce City, Colorado, et al.*, File Nos. SLD-425151, 425211, 425303, 425352, 426285, *et al.*, CC Docket No. 02-6 (emphasis added).

considered, and rejected, those prior inconsistent rulings.²⁹ Since *Adams County*, the FCC's position is clear that since Manatee County had a signed contract in place for multi-year services at the time it submitted its Form 471, regardless of Mr. Stevens' mistaken belief and submission of the 2006 Re-Statement Contract, funding from USAC's Schools and Libraries Division is proper.

Moreover, even if the Commission should determine that USAC was procedurally correct in denying Manatee County's funding request for subsequent years on its multi-year contract, or that its submissions were untimely, the FCC may waive any provision of its rules on its own motion and for good cause shown.³⁰ A rule may be waived where the particular facts make strict compliance inconsistent with the public interest.³¹ In addition, the FCC may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.³² Waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.³³

In 2006, the FCC entered an order addressing procedural mistakes, missteps, and errors which occur in the application process for funding under the Schools and Libraries Division of USAC. The Order in *Bishop Perry Middle School, New Orleans, LA, et al* recognizes the disadvantage many school districts such as Manatee County face where:

"... the primary jobs of most of the people filling out these forms include school administrators, technical coordinators, and teachers, as opposed to positions dedicated to pursuing federal grants, especially in small school districts."³⁴

More recently, the Commission addressed a factually similar appeal in *Requests for Waiver of Decisions of the Universal Service Administrator by Academy for Excellence, Apple Valley, California, et al.*, SLD-539076, 539722, et al., CC Docket No. 02-6 (March 9, 2007). In *Apple Valley*, 44 applicants sought a waiver of Commission rules or of USAC decisions denying funding outside of the FCC Form 471 filing window. Petitioners asserted that their mistakes and the delays in the filing were, in part, the result of

someone on the applicant's staff [having] failed to file on time due to misunderstanding or personal emergencies, or ... the delay in the filing or the receipt by USAC of the FCC Form 471 was due to circumstances out of the applicant's control. (staff illnesses or relatives of staff members who were ill). Other applicants indicated that its representatives "inadvertently failed to file the application forms in a timely manner. Still other Petitioners claim that the rules and instructions for filing the FCC Form 471 are vague and unclear and that the resulting misunderstandings led to forms being filed after the filing window.

²⁹ *Adams County* at para. 10 (expressly rejecting prior holdings in *New Albany-Floyd County Order*, 20 FCC Rcd at 8160-61, para. 5 (finding that applicant must repost FCC Form 470 when contract expires mid-funding year); *Waldwick Order*, 18 FCC Rcd at 22995, para. 3 (denying E-rate funding because applicant did not have signed, binding agreement with service provider); *St. Joseph Order*, 17 FCC Rcd at 22500-01, para. 4 (denying E-rate funding when applicant inadvertently told USAC it did not have a binding agreement even when, in fact, it did)).

³⁰ 47 C.F.R. § 1.3.

³¹ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*).

³² *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Circuit 1969), *affirmed by WAIT Radio v. FCC*, 459 F.2d 1203 (D.C. Cir. 1972).

³³ *Northeast Cellular*, 897 F.2d at 1166.

³⁴ *Bishop Perry Middle School, New Orleans, LA, et al.*, File No. SLD-487170, et al., CC Docket No. 02-6, order released May 19, 2006., paragraph 11.

Id. The Commission, citing its *Bishop-Perry Order*,³⁵ found that

complete rejection of these applications is not warranted, given that the violation at issue is procedural, not substantive. Like the applicants in the *Bishop-Perry Order*, the applicants at issue here have demonstrated that rigid adherence to filing procedures does not further the purposes of section 254(h) of the Telecommunications Act of 1996 or serve the public interest.³⁶

Like the applicants in *Apple Valley* and *Bishop Perry*, denial of Manatee County's funding requests is a result of misunderstanding of USAC rules and inadvertence. Mr. Wright's misconception about the USAC rules regarding multi-year contracts led to denial of FRN 1402234. Mr. Wright's error in causing the 2006 Re-Statement Contract to be drafted and signed does not reflect error in the vendor evaluation / acceptance process or any attempt to circumvent the funding request process – Mr. Wright simply lacked sufficient understanding of USAC procedures regarding multi-year contracts. In such cases, the FCC has been especially mindful of adhering to the policy goals of the Telecommunications Act of 1996 as opposed to blind loyalty to procedural benchmarks. Indeed, within the past 45 days, in overturning a denial of funding requests based upon "rigid compliance with the application procedures" the Commission again noted that "many E-rate applications are prepared by school administrators, technology coordinators, teachers and librarians—workers whose primary role in the school or library may be unrelated to applying for federal universal service funds, especially in small school districts or libraries."³⁷ Like *Brownsville*, Manatee County's procedural missteps should not penalize the school system and the students it serves.

The FCC's *Bishop Perry* decision offers a remedy for procedural errors where "... there is no evidence of waste, fraud or abuse, misuse of funds, or a failure to adhere to core program requirements,"³⁸ and *Apple Valley* applies those remedies to situations where the representative making application does not fully understand USAC's rules and procedures and where inadvertence causes Form 471 not to be timely filed.

Conclusion

In light of the above, the Petitioner respectfully requests that the Commission adopt and incorporate in a final order the arguments and evidence above and in Manatee County's November 17, 2006 appeal³⁹ and instruct USAC to approve the requested \$327,564.00 funding for FRN 1402234. Manatee County further requests that the Commission grant to it all other relief to which it deems Manatee County entitled.

Manatee County appreciates the Commission's review and consideration of its appeal. We are available to respond to questions or to provide any further information requested by the Commission.

³⁵ *Id.* at para. 14.

³⁶ *Apple Valley, California*, File No. SLD-539076, order released March 9, 2007.

³⁷ *Requests for Review or Waiver of Decisions of the Universal Service Administrator by Brownsville Independent School District, et al.*, File No. SLD-482620 et al., CC Docket No. 02-6, Order released March 28, 2007.

³⁸ *Bishop Perry Middle School* at para. 14.

³⁹ Letter of Appeal from Manatee CSD to Schools and Libraries Division – Correspondence Unit, dated November 17, 2006, re: "Appeal of Funding Commitment Decision Letter Issued on September 19, 2006".

Authorized signature for this Appeal⁴⁰



5/3/2007

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⁴⁰ “Letter of Agency for Funding Year: YR9 (2006-2007)” from Roger Dearing, Superintendent, Manatee County School District, authorizing employees of eRate Consulting Services, LLC, to perform e-rate services on behalf of Manatee.

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 1 - FY9 471 508569 application.pdf

FCC Form 471

Do not write in this area.

Approval by OMB
3060-0806

Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier

(Create your own code to identify THIS form 471) Com2006-07

Form 471 Application#

(To be assigned by administrator)

508569

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

1 a	Name of Billed Entity	MANATEE COUNTY SCHOOL DISTRICT	
2 a	Funding Year: July 1,	2006 Through June 30: 2007	Billed Entity Number: 127848
4 a	Street Address, P.O. Box, or Routing Number	215 MANATEE AVE W	
	City	BRADENTON	
	State	FL	Zip Code 34205 8897
5 a	Type of Application	<input type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium <input type="checkbox"/> Check here if any members of this consortium are ineligible or non-governmental entities	
6	Contact Person's Name	Steven Wright	

First, if the Contact Person's Street Address is the same as in Item 4, check this box. ☐ If not, please complete the entries for the Street Address below.

b	Street Address, P.O. Box, or Routing Number	215 MANATEE AVE W	
	City	BRADENTON	
	State	FL	Zip Code 34205 8897

Page 1 of 7



FCC Form 471 - November 2004

Entity Number 127848

Applicant's Form Identifier

Com2006-07Contact Person Steven Wright

Phone Number

941-708-8800

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

IF THIS APPLICATION INCLUDES SCHOOLS...		BEFORE ORDER	AFTER ORDER
7a	Number of students to be served		42000
b	Telephone service: Number of classrooms with phone service	2803	2863
c	Dial-up Internet access: Number of connections (up to 56kbps)	0	0
d	Direct broadband services: Number of buildings served at the following speeds:		
	Less than 10 mbps	55	45
	Between 10 mbps and 200 mbps	9	23
	Greater than 200 mbps	1	1
e	Direct connections to the Internet: Number of drops	70	79
f	Number of classrooms with Internet access	2803	2863
g	Number of computers or other devices with Internet access	18500	2200

Block 3: Impact of Services Ordered on Libraries

NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Worksheet A No: 751648

Student Count: 41099

Weighted Product (Sum. Column 8): 24582.5

Shared Discount: 60%

1. School Name: A. LEE MIDDLE SCHOOL

2. Entity Number: 211829 **NCES:** 12 01230 04376

3. Rural/Urban: Urban

4. Student Count: 943

5. NSLP Students: 447

6. NSLP Students/Students: 47.401%

7. Discount: 60%

8. Weighted Product: 565.8

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

1. School Name: ANNA MARIA ELEMENTARY SCHOOL

2. Entity Number: 38436 **NCES:** 12 01230 01217

3. Rural/Urban: Urban

4. Student Count: 308

5. NSLP Students: 57

6. NSLP Students/Students: 18.506%

7. Discount: 40%

8. Weighted Product: 123.2

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

1. School Name: BALLARD ELEMENTARY SCHOOL

2. Entity Number: 38409 **NCES:** 12 01230 01218

3. Rural/Urban: Urban

4. Student Count: 578	5. NSLP Students: 441	6. NSLP Students/Students: 76.297%
7. Discount: 90%	8. Weighted Product: 520.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BAYSHORE ELEMENTARY SCHOOL		
2. Entity Number: 38412	NCES: 12 01230 01219	
3. Rural/Urban: Urban		
4. Student Count: 864	5. NSLP Students: 440	6. NSLP Students/Students: 50.925%
7. Discount: 80%	8. Weighted Product: 691.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BAYSHORE HIGH SCHOOL		
2. Entity Number: 38433	NCES: 12 01230 01220	
3. Rural/Urban: Urban		
4. Student Count: 1727	5. NSLP Students: 667	6. NSLP Students/Students: 38.621%
7. Discount: 60%	8. Weighted Product: 1036.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BLACKBURN ELEMENTARY SCHOOL		
2. Entity Number: 38444	NCES: 12 01230 01240	
3. Rural/Urban: Urban		
4. Student Count: 1050	5. NSLP Students: 368	6. NSLP Students/Students: 35.047%
7. Discount: 60%	8. Weighted Product: 630	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BLANCHE H DAUGHTREY ELEMENTARY SCHOOL		
2. Entity Number: 38398	NCES: 12 01230 01234	
3. Rural/Urban: Urban		
4. Student Count: 700	5. NSLP Students: 623	6. NSLP Students/Students: 89.000%
7. Discount: 90%	8. Weighted Product: 630	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BRADEN RIVER ELEMENTARY SCHOOL		
2. Entity Number: 38393	NCES: 12 01230 02615	
3. Rural/Urban: Urban		
4. Student Count: 617	5. NSLP Students: 62	6. NSLP Students/Students: 10.048%
7. Discount: 40%	8. Weighted Product: 246.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BRADEN RIVER HIGH SCHOOL		
2. Entity Number: 16026129	NCES: 12 01230 26129	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 60%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: BRADEN RIVER MIDDLE SCHOOL		
2. Entity Number: 38392	NCES: 12 01230 02838	
3. Rural/Urban: Urban		
4. Student Count: 1326	5. NSLP Students: 267	6. NSLP Students/Students: 20.135%
7. Discount: 50%	8. Weighted Product: 663	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: CARLOS E HAILE MIDDLE SCHOOL		
2. Entity Number: 38391	NCES: 12 01230 03198	
3. Rural/Urban: Urban		

4. Student Count: 1238	5. NSLP Students: 331	6. NSLP Students/Students: 26.736%
7. Discount: 50%	8. Weighted Product: 619	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: DAN NOLAN MIDDLE SCHOOL		
2. Entity Number: 16021968 NCES:		
3. Rural/Urban: Urban		
4. Student Count: 600	5. NSLP Students: 29	6. NSLP Students/Students: 4.833%
7. Discount: 40%	8. Weighted Product: 240	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: DUETTE ELEMENTARY SCHOOL		
2. Entity Number: 38113 NCES: 12 01230 01221		
3. Rural/Urban: Urban		
4. Student Count: 22	5. NSLP Students: 19	6. NSLP Students/Students: 86.363%
7. Discount: 90%	8. Weighted Product: 19.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ELEMENTARY A		
2. Entity Number: 231900 NCES: 12 01230 04111		
3. Rural/Urban: Urban		
4. Student Count: 845	5. NSLP Students: 48	6. NSLP Students/Students: 5.680%
7. Discount: 40%	8. Weighted Product: 338	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ELEMENTARY B		
2. Entity Number: 231901 NCES: 12 01230 04110		
3. Rural/Urban: Urban		
4. Student Count: 467	5. NSLP Students: 171	6. NSLP Students/Students: 36.616%
7. Discount: 60%	8. Weighted Product: 280.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ELEMENTARY SCHOOL H		
2. Entity Number: 16031154 NCES: 12 01230 31154		
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: FLORINE J ABEL ELEMENTARY SCHOOL		
2. Entity Number: 38495 NCES: 12 01230 02082		
3. Rural/Urban: Urban		
4. Student Count: 590	5. NSLP Students: 289	6. NSLP Students/Students: 48.983%
7. Discount: 60%	8. Weighted Product: 354	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: FRANCES WAKELAND ELEMENTARY SCHOOL		
2. Entity Number: 38420 NCES: 12 01230 01241		
3. Rural/Urban: Urban		
4. Student Count: 468	5. NSLP Students: 405	6. NSLP Students/Students: 86.538%
7. Discount: 90%	8. Weighted Product: 421.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: GENE WITT ELEMENTARY SCHOOL		
2. Entity Number: 38394 NCES: 12 01230 02757		
3. Rural/Urban: Urban		

4. Student Count: 728	5. NSLP Students: 107	6. NSLP Students/Students: 14.697%
7. Discount: 40%	8. Weighted Product: 291.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: H S MOODY ELEMENTARY SCHOOL		
2. Entity Number: 38426	NCES: 12 01230 01244	
3. Rural/Urban: Urban		
4. Student Count: 757	5. NSLP Students: 466	6. NSLP Students/Students: 61.558%
7. Discount: 80%	8. Weighted Product: 605.6	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: HORIZON ACADEMY		
2. Entity Number: 222027	NCES: 12 01230 03610	
3. Rural/Urban: Urban		
4. Student Count: 402	5. NSLP Students: 147	6. NSLP Students/Students: 36.567%
7. Discount: 60%	8. Weighted Product: 241.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: IDA M STEWART ELEMENTARY SCHOOL		
2. Entity Number: 38431	NCES: 12 01230 02083	
3. Rural/Urban: Urban		
4. Student Count: 508	5. NSLP Students: 125	6. NSLP Students/Students: 24.606%
7. Discount: 50%	8. Weighted Product: 254	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: INSTRUCTIONAL MATERIALS CENTER		
2. Entity Number: 16030624	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: JAMES TILLMAN ELEMENTARY SCHOOL		
2. Entity Number: 38438	NCES: 12 01230 01239	
3. Rural/Urban: Urban		
4. Student Count: 699	5. NSLP Students: 602	6. NSLP Students/Students: 86.123%
7. Discount: 90%	8. Weighted Product: 629.1	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: JESSIE P MILLER ELEMENTARY SCHOOL		
2. Entity Number: 38402	NCES: 12 01230 01225	
3. Rural/Urban: Urban		
4. Student Count: 638	5. NSLP Students: 223	6. NSLP Students/Students: 34.952%
7. Discount: 60%	8. Weighted Product: 382.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: JUST FOR GIRLS PALMETTO		
2. Entity Number: 205958	NCES: 12 01230 01839	
3. Rural/Urban: Urban		
4. Student Count: 43	5. NSLP Students: 32	6. NSLP Students/Students: 74.418%
7. Discount: 80%	8. Weighted Product: 34.4	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: KINNAN ELEMENTARY SCHOOL		
2. Entity Number: 211831	NCES: 12 01230 04374	
3. Rural/Urban: Urban		

4. Student Count: 823	5. NSLP Students: 310	6. NSLP Students/Students: 37.667%
7. Discount: 60%	8. Weighted Product: 493.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: LAKEWOOD RANCH HIGH SCHOOL		
2. Entity Number: 195657	NCES: 12 01230 03425	
3. Rural/Urban: Urban		
4. Student Count: 2388	5. NSLP Students: 323	6. NSLP Students/Students: 13.525%
7. Discount: 40%	8. Weighted Product: 955.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: LINCOLN MIDDLE SCHOOL		
2. Entity Number: 38440	NCES: 12 01230 01238	
3. Rural/Urban: Urban		
4. Student Count: 1116	5. NSLP Students: 626	6. NSLP Students/Students: 56.093%
7. Discount: 80%	8. Weighted Product: 892.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: LOUISE R JOHNSON MIDDLE SCHOOL		
2. Entity Number: 38421	NCES: 12 01230 02585	
3. Rural/Urban: Urban		
4. Student Count: 844	5. NSLP Students: 602	6. NSLP Students/Students: 71.327%
7. Discount: 80%	8. Weighted Product: 675.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE ELEMENTARY SCHOOL		
2. Entity Number: 38415	NCES: 12 01230 01222	
3. Rural/Urban: Urban		
4. Student Count: 413	5. NSLP Students: 383	6. NSLP Students/Students: 92.736%
7. Discount: 90%	8. Weighted Product: 371.7	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE GLENN ADOLESCENT CENTER		
2. Entity Number: 213242	NCES: 12 01230 03428	
3. Rural/Urban: Urban		
4. Student Count: 13	5. NSLP Students: 2	6. NSLP Students/Students: 15.384%
7. Discount: 40%	8. Weighted Product: 5.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE GLENN ADOLESCENT CENTER		
2. Entity Number: 222033	NCES: 12 01230 03428	
3. Rural/Urban: Urban		
4. Student Count: 13	5. NSLP Students: 11	6. NSLP Students/Students: 84.615%
7. Discount: 90%	8. Weighted Product: 11.7	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE HIGH SCHOOL		
2. Entity Number: 38422	NCES: 12 01230 01223	
3. Rural/Urban: Urban		
4. Student Count: 1990	5. NSLP Students: 449	6. NSLP Students/Students: 22.562%
7. Discount: 50%	8. Weighted Product: 995	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE JUNVEILE DETENTION CENTER		
2. Entity Number: 213241	NCES: 12 01230 04382	
3. Rural/Urban: Urban		

4. Student Count: 85	5. NSLP Students: 85	6. NSLP Students/Students: 100.000%
7. Discount: 90%	8. Weighted Product: 76.5	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MANATEE TECHNICAL INSTITUTE		
2. Entity Number: 38434	NCES: 12 01230 01224	
3. Rural/Urban: Urban		
4. Student Count: 2224	5. NSLP Students: 0	6. NSLP Students/Students: 0.000%
7. Discount: 20%	8. Weighted Product: 444.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MARTHA B KING MIDDLE SCHOOL		
2. Entity Number: 38429	NCES: 12 01230 01245	
3. Rural/Urban: Urban		
4. Student Count: 986	5. NSLP Students: 259	6. NSLP Students/Students: 26.267%
7. Discount: 50%	8. Weighted Product: 493	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MATZKE COMPLEX-FOOD SERVICE DEPARTMENT		
2. Entity Number: 16030620	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MATZKE COMPLEX-MAINTENANCE AND TRANSPORTATION		
2. Entity Number: 16030617	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MATZKE COMPLEX-WAREHOUSE, PURCHASING AND CONSTRUCTION SERVICES		
2. Entity Number: 16030619	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MTI HEALTH OCCUPATION BUILDING		
2. Entity Number: 228327	NCES: 12 01230 04373	
3. Rural/Urban: Urban		
4. Student Count: 308	5. NSLP Students: 113	6. NSLP Students/Students: 36.688%
7. Discount: 60%	8. Weighted Product: 184.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: MYAKKA CITY ELEMENTARY SCHOOL		
2. Entity Number: 38496	NCES: 12 01230 01226	
3. Rural/Urban: Urban		
4. Student Count: 415	5. NSLP Students: 187	6. NSLP Students/Students: 45.060%
7. Discount: 60%	8. Weighted Product: 249	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ONECO ELEMENTARY SCHOOL		
2. Entity Number: 38396	NCES: 12 01230 01227	
3. Rural/Urban: Urban		

4. Student Count: 737	5. NSLP Students: 571	6. NSLP Students/Students: 77.476%
7. Discount: 90%	8. Weighted Product: 663.3	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ORANGE RIDGE-BULLOCK ELEM SCH		
2. Entity Number: 38411	NCES: 12 01230 01228	
3. Rural/Urban: Urban		
4. Student Count: 758	5. NSLP Students: 657	6. NSLP Students/Students: 86.675%
7. Discount: 90%	8. Weighted Product: 682.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: PALM VIEW ELEMENTARY SCHOOL		
2. Entity Number: 38443	NCES: 12 01230 01229	
3. Rural/Urban: Urban		
4. Student Count: 629	5. NSLP Students: 362	6. NSLP Students/Students: 57.551%
7. Discount: 80%	8. Weighted Product: 503.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: PALMA SOLA ELEMENTARY SCHOOL		
2. Entity Number: 38423	NCES: 12 01230 01230	
3. Rural/Urban: Urban		
4. Student Count: 618	5. NSLP Students: 165	6. NSLP Students/Students: 26.699%
7. Discount: 50%	8. Weighted Product: 309	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: PALMETTO ELEMENTARY SCHOOL		
2. Entity Number: 38442	NCES: 12 01230 01231	
3. Rural/Urban: Urban		
4. Student Count: 814	5. NSLP Students: 518	6. NSLP Students/Students: 63.636%
7. Discount: 80%	8. Weighted Product: 651.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: PALMETTO HIGH SCHOOL		
2. Entity Number: 38439	NCES: 12 01230 01232	
3. Rural/Urban: Urban		
4. Student Count: 1519	5. NSLP Students: 518	6. NSLP Students/Students: 34.101%
7. Discount: 50%	8. Weighted Product: 759.5	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: PARENT INFORMATION CENTER		
2. Entity Number: 16030622	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 0	5. NSLP Students: 0	6. NSLP Students/Students:
7. Discount: 20%	8. Weighted Product: 0	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ROBERT H PRINE ELEMENTARY SCHOOL		
2. Entity Number: 38404	NCES: 12 01230 01233	
3. Rural/Urban: Urban		
4. Student Count: 789	5. NSLP Students: 481	6. NSLP Students/Students: 60.963%
7. Discount: 80%	8. Weighted Product: 631.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: ROWLETTE ELEMENTARY SCHOOL	
2. Entity Number: 228329	NCES: 12 01230 04375
3. Rural/Urban: Urban	

4. Student Count: 732	5. NSLP Students: 503	6. NSLP Students/Students: 68.715%
7. Discount: 80%	8. Weighted Product: 585.6	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: SAMOSET ELEMENTARY SCHOOL		
2. Entity Number: 38417	NCES: 12 01230 01235	
3. Rural/Urban: Urban		
4. Student Count: 465	5. NSLP Students: 415	6. NSLP Students/Students: 89.247%
7. Discount: 90%	8. Weighted Product: 418.5	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: SARA SCOTT HARLLEE MIDDLE SCHOOL		
2. Entity Number: 38399	NCES: 12 01230 01243	
3. Rural/Urban: Urban		
4. Student Count: 693	5. NSLP Students: 504	6. NSLP Students/Students: 72.727%
7. Discount: 80%	8. Weighted Product: 554.4	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: SEA BREEZE ELEMENTARY SCHOOL		
2. Entity Number: 38403	NCES: 12 01230 02839	
3. Rural/Urban: Urban		
4. Student Count: 761	5. NSLP Students: 264	6. NSLP Students/Students: 34.691%
7. Discount: 60%	8. Weighted Product: 456.6	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: SOUTHEAST HIGH SCHOOL		
2. Entity Number: 38418	NCES: 12 01230 01236	
3. Rural/Urban: Urban		
4. Student Count: 1773	5. NSLP Students: 730	6. NSLP Students/Students: 41.173%
7. Discount: 60%	8. Weighted Product: 1063.8	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: TARA ELEMENTARY SCHOOL		
2. Entity Number: 38400	NCES: 12 01230 00822	
3. Rural/Urban: Urban		
4. Student Count: 831	5. NSLP Students: 290	6. NSLP Students/Students: 34.897%
7. Discount: 60%	8. Weighted Product: 498.6	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: VIRGIL MILLS ELEMENTARY		
2. Entity Number: 16021965	NCES:	
3. Rural/Urban: Urban		
4. Student Count: 724	5. NSLP Students: 43	6. NSLP Students/Students: 5.939%
7. Discount: 40%	8. Weighted Product: 289.6	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: W D SUGG MIDDLE SCHOOL		
2. Entity Number: 38427	NCES: 12 01230 01242	
3. Rural/Urban: Urban		
4. Student Count: 902	5. NSLP Students: 391	6. NSLP Students/Students: 43.348%
7. Discount: 60%	8. Weighted Product: 541.2	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

1. School Name: WILLIAM H BASHAW ELEMENTARY SCHOOL		
2. Entity Number: 38419	NCES: 12 01230 02474	
3. Rural/Urban: Urban		

4. Student Count: 618	5. NSLP Students: 199	6. NSLP Students/Students: 32.200%
7. Discount: 50%	8. Weighted Product: 309	
9. Pre-K/Adult Ed/Juv: N	10. Alt Disc Mech: N	

Block 5: Discount Funding Request(s)

FRN: 1399858 FCDL Date: 09/19/2006	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 523540000562737
13. SPIN: 143001435	14. Service Provider Name: Verizon Florida Inc.
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: T
15c. Covered under State Master Contract: Y	15d. FRN from Previous Year:
16a. Billing Account Number: A38BD/PL	16b. Multiple Billing Account Numbers?: Y
17. Allowable Contract Date: 01/11/2006	18. Contract Award Date:
19a. Service Start Date: 07/01/2006	19b. Service End Date: 06/30/2007
20. Contract Expiration Date:	
21. Attachment #: Tele#1	22. Block 4 Worksheet No.: 751648
23a. Monthly Charges: \$25,322.50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$25,322.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$303,870.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$303,870.00	
23j. % discount (from Block 4): 60	
23k. Funding Commitment Request (23i x 23j): \$182,322.00	

FRN: 1402143 FCDL Date: 09/19/2006	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 115340000458286
13. SPIN: 143001157	14. Service Provider Name: Qwest Communications Corporation
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 950-ZZ-83-4232-04-00
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1267140
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 10/31/2003	18. Contract Award Date: 01/29/2004
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 01/29/2009	
21. Attachment #: TELE#2	22. Block 4 Worksheet No.: 751648
23a. Monthly Charges: \$5,100.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$5,100.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$61,200.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	

23i. Total program year pre-discount amount (23e + 23h): \$61,200.00

23j. % discount (from Block 4): 60

23k. Funding Commitment Request (23i x 23j): \$36,720.00

FRN: 1402171 FCDL Date: 09/19/2006

10. Original FRN:

11. Category of Service: Telecommunications Service

12. 470 Application Number: 523540000562737

13. SPIN: 143000892

14. Service Provider Name: Nextel

15a. Non-Contracted tariffed/Month to Month Service: Y

15b. Contract Number: MTM

15c. Covered under State Master Contract:

15d. FRN from Previous Year:

16a. Billing Account Number: 941-737-XXXX

16b. Multiple Billing Account Numbers?:

17. Allowable Contract Date: 01/11/2006

18. Contract Award Date:

19a. Service Start Date: 07/01/2006

19b. Service End Date: 06/30/2007

20. Contract Expiration Date:

21. Attachment #: TELE#3

22. Block 4 Worksheet No.: 751648

23a. Monthly Charges: \$15,500.00

23b. Ineligible monthly amt.: \$.00

23c. Eligible monthly amt.: \$15,500.00

23d. Number of months of service: 12

23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$186,000.00

23f. Annual non-recurring (one-time) charges: \$.00

23g. Ineligible non-recurring amt.: \$.00

23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00

23i. Total program year pre-discount amount (23e + 23h): \$186,000.00

23j. % discount (from Block 4): 60

23k. Funding Commitment Request (23i x 23j): \$111,600.00

FRN: 1402200 FCDL Date: 09/19/2006

10. Original FRN:

11. Category of Service: Internet Access

12. 470 Application Number: 523540000562737

13. SPIN: 143016611

14. Service Provider Name: Bright House Networks, LLC

15a. Non-Contracted tariffed/Month to Month Service: Y

15b. Contract Number: MTM

15c. Covered under State Master Contract:

15d. FRN from Previous Year:

16a. Billing Account Number: 8223140020881742

16b. Multiple Billing Account Numbers?:

17. Allowable Contract Date: 01/11/2006

18. Contract Award Date:

19a. Service Start Date: 07/01/2006

19b. Service End Date: 06/30/2007

20. Contract Expiration Date:

21. Attachment #: INTERNET#1

22. Block 4 Worksheet No.: 751648

23a. Monthly Charges: \$7,941.00

23b. Ineligible monthly amt.: \$.00

23c. Eligible monthly amt.: \$7,941.00

23d. Number of months of service: 12

23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$95,292.00

23f. Annual non-recurring (one-time) charges: \$.00

23g. Ineligible non-recurring amt.: \$.00

23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00

23i. Total program year pre-discount amount (23e + 23h): \$95,292.00

23j. % discount (from Block 4): 60

23k. Funding Commitment Request (23i x 23j): \$57,175.20

FRN: 1402234 FCDL Date: 09/19/2006	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 523540000562737
13. SPIN: 143001435	14. Service Provider Name: Verizon Florida Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 2004-305624
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1267791
16a. Billing Account Number: 941-708-8770	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 01/11/2006	18. Contract Award Date: 05/23/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2008	
21. Attachment #: INTERNET#2	22. Block 4 Worksheet No.: 751648
23a. Monthly Charges: \$45,495.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$45,495.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$545,940.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$545,940.00	
23j. % discount (from Block 4): 60	
23k. Funding Commitment Request (23i x 23j): \$327,564.00	

FRN: 1402308 FCDL Date: 09/19/2006	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 523540000562737
13. SPIN: 143024051	14. Service Provider Name: Gaggles.net, Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: 212372
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 01/11/2006	18. Contract Award Date: 02/03/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: INTERNET#3	22. Block 4 Worksheet No.: 751648
23a. Monthly Charges: \$.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$24,500.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$24,500.00	
23i. Total program year pre-discount amount (23e + 23h): \$24,500.00	
23j. % discount (from Block 4): 60	
23k. Funding Commitment Request (23i x 23j): \$14,700.00	

Block 6: Certifications and Signature

Do not write in this area.

Application ID:508569

Entity Number	127848	Applicant's Form Identifier	Com2006-07
Contact Person	Steven Wright	Phone Number	941-708-8800

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
 - b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23I on all Block 5 Discount Funding Requests.)	\$1,216,802.00
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$730,081.20
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$486,720.80
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$11,900,806.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$12,387,526.80
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):
- a. ☐ an individual technology plan for using the services requested in this application; and/or
 - b. ☒ higher-level technology plan(s) for using the services requested in this application; or
 - c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully

considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.
30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date **2/6/06**

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,
mail this form to:**

**SLD Forms
ATTN: SLD Form 471**

**3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

Print

<< Previous

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MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 2 - Manatee ADL 3-5-07.pdf



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

March 05, 2007

Richard Larson
eRate Consulting Services, LLC
141 New Road, Suite 21
Parsippany, NJ 07054

Re: Applicant Name: MANATEE COUNTY SCHOOL DISTRICT
Billed Entity Number: 127848
Form 471 Application Number: 508569
Funding Request Number(s): 1402234
Your Correspondence Dated: November 17, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1402234
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and relevant documents, the USAC has determined that at the time you submitted your Form 471 application, you did not have a signed contract in place with your service provider. During the application review, the applicant was asked to provide copies of signed and dated contracts. In the response provided to the USAC on May 23, 2006, the contracts provided have a signature date of May 23, 2006. FCC Rules state that a contract must be signed and dated on or after the Allowable Contract Date as calculated by the Form 470 posting date, but prior to the submission of the Form 471. Program rules do not permit the USAC to accept new information on appeal except where an applicant was not given the opportunity to provide information during the initial review or an error was made by the USAC. The applicant has failed to

provide persuasive evidence on appeal that USAC erred in its initial review. Consequently, the appeal is denied.

- USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed and dated contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC Rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. sec. 54.504(c). The FCC Rules further require that both beneficiaries and service providers must retain executed contracts, signed and dated by both parties. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808, 15824-26, FCC 04-190 para. 48 (rel. Aug. 13, 2004). The FCC has consistently upheld USAC's denial of funding when there is no contract in place for the funding request. See Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism, File No. SLD-256981, CC Docket No. 02-6, Order, 18 FCC Rcd. 22994, DA 03-3526 (rel. Nov. 5, 2003). The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) at page 23.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Steven Wright

Richard Larson
eRate Consulting Services, LLC
141 New Road , Suite 21
Parsippany, NJ 07054

Billed Entity Number: 127848
Form 471 Application Number: 508569
Form 486 Application Number:

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 3 - FY8 470 193030000509047 application.pdf

FCC Form

Approval by OMB
3060-0806**470**

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 193030000509047
Applicant's Form Identifier:
Application Status: CERTIFIED
Posting Date: 11/10/2004
Allowable Contract Date: 12/08/2004
Certification Received Date: 11/15/2004

1. Name of Applicant: MANATEE COUNTY SCHOOL DISTRICT		
2. Funding Year: 07/01/2005 - 06/30/2006		3. Your Entity Number 127848
4a. Applicant's Street Address, P.O.Box, or Route Number 215 MANATEE AVE W		
City BRADENTON	State FL	Zip Code 34205-8897
b. Telephone number (941) 708- 8800		c. Fax number (941) 708- 8696
d. E-mail Address		
5. Type Of Applicant		
<input type="radio"/> Individual School (individual public or non-public school)		
<input checked="" type="radio"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)		
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library)		
<input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)		
6a. Contact Person's Name: Steven A. Wright		
<i>First, fill in every item of the Contact Person's information below that is different from Item 4, above. Then check the box next to the preferred mode of contact. (At least one box MUST be checked.)</i>		
6b. Street Address, P.O.Box, or Route Number		
<input checked="" type="radio"/> 215 MANATEE AVE W		
City BRADENTON	State FL	Zip Code 34205-8897

☒ **6c. Telephone Number** (941) 708- 8800
☒ **6d. Fax Number** (941) 708- 8696
☒ **6e. E-mail Address** wrights@fc.manatee.k12.fl.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

- a. ☒ Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.
- b. ☒ Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.
- c. ☒ Services for which a new written contract is sought for the funding year in Item 2.
- d. ☐ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, or Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, and/or 10 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

- a ☒ **YES**, I have an RFP. It is available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

- b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each **service or function** (e.g., local voice service) and quantity and/or capacity(e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications Services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Add additional lines if needed.

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

- a ☒ **YES**, I have an RFP. It is available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

- b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity(e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Add additional lines if needed.

10 ☒ Internal Connections**Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?****a ☒ YES, I have an RFP. It is available on the Web at or via (check one):**☒ the Contact Person in Item 6 or ☐ the contact listed in Item 11.**b ☐ NO , I do not have an RFP for these services.**

If you answered NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., local area network) and quantity and/or capacity(e.g., connecting 10 rooms and 300 computers at 56kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Add additional lines if needed.

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.

Name:

Steven A. Wright

Title:

Communications & Technical Systems Mngr.

Telephone number

(941) 708 - 8800 extn: 1008

Fax number

(941) 708 - 8687

E-mail Address

wrights@fc.manatee.k12.fl.us

12. ☒ Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide Web address where they are posted and a contact name and telephone number for service providers without Internet access.

Must follow State of Florida procurement procedures. All responses will be handled by email. RFP will be faxed to interested parties. Must be registered to do business in the State of Florida.

13. If you intend to enter into a multi-year contract based on this posting or a contract featuring an option for voluntary extensions you may provide that information below. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely timeframes).

New Fiber Optic Lines used as part of the District WAN may be leased on a multi-year basis depending on cost differential. Options for voluntary extensions are also a possibility.

Block 3: Technology Assessment

14. ☐ Basic telephone service only: If your application is for basic local and long distance telephone service (wireline or wireless) only, check this box and skip to Item 16.

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☒ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐

upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☒ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☒ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (a,b or c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☐ All public schools/districts in the state:
☐ All non-public schools in the state:
☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☐ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	52
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
941	358, 708, 714, 721, 723, 727, 741, 751
If your application includes INELIGIBLE entities, check here. <input type="checkbox"/> If checked, complete Item 18.	

17. Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. Attach additional sheets if necessary.

Entity	Entity Number

MANATEE COUNTY SCHOOL DISTRICT

127848

18. Ineligible Participating Entities

Does your application also seek bids on services to entities that are not eligible for the Universal Service Program? If so, list those entities here (attach pages if needed):

Ineligible Participating Entity

Area Code

Prefix

Block 5: Certification and Signature**19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☐ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☐ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and long distance telephone service only. .

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature of authorized person: ☒

26. Date (mm/dd/yyyy): 11/12/2004

27. Printed name of authorized person: DR. ROGER DEARING

28. Title or position of authorized person: SUPERINTENDENT

29a. Address of authorized person: 215 MANATEE AVE W

City: **BRADENTON** State: **FL** Zip: **34205-8897**

29b. Telephone number of authorized person: **(941) 708 - 8770** ext. **2260**

29c. Fax number of authorized person: **(941) 7088677**

29d. E-mail address number of authorized person: **DEARINGR@FC.MANATEE.K12.FL.US**

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD-Form 470
c/o Ms. Smith
3833 Greenway Drive
Lawrence, Kansas 66046**

1-888-203-8100

FCC Form 470
May 2003

New Search

Return To Search Results

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 4 - Verizon 2005 Contract.pdf



SERVICE AGREEMENT
(Intrastate ICB)

Customer Name	The Manatee County School District ("Customer")	Main Billing Tel. No:	941-708-8770
and address:	215 Manatee Avenue West, Bradenton, FL 34205	Agreement No.	2004-305624

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit and Addendum. Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

(g) It is understood and agreed between the parties herein that, to the extent required under applicable State law, Customer shall be bound hereunder only to the extent of the funds appropriated to it by the applicable governing body, or which may hereafter become appropriated for the purpose of services such as the Services provided under this Agreement. Should it be necessary, pursuant to this provision, for Customer to terminate this Agreement or any of the Services provided hereunder, Customer shall make every effort to secure such funds as to pay Verizon for Services provided by Verizon up to and including the date of termination. Should funds subsequently become appropriated to Customer to resume the Services, then Customer shall promptly pay Verizon for all Services performed by Verizon and accepted by Customer for which Verizon has not received payment up to and including the date of termination of the Services by Customer. This provision shall not be construed so as to permit Customer to terminate this Agreement or any Services in order for Customer to acquire or operate, through the direct or indirect allocation of funds, any other services, network, system or equipment that performs substantially the same functions as the Service sought to be terminated.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any



employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

THE MANATEE COUNTY SCHOOL DISTRICT

By *Roger Dealing*
Name/title *Roger Dealing, Superintendent*
Date *2-15-05*

ROBERT J. SHAPIRO
Approved as to
legal form
and sufficiency

2/15/05

VERIZON SERVICES CORP., on behalf of the Verizon
company(ies) identified in the Exhibits and Addenda hereto

By *Thomas M. Lain*
Name/title *Thomas M. Lain / Reg. VP - FL*
Date *2-16-05*



Exhibit A

Verizon company name: Verizon Florida Inc. (referred to in this Exhibit as "Verizon")
 State: Florida
 Customer name: The Manatee County School District
 ICB-M Case No.: 2004-305624

1. Service, Rates and Quantity Commitment. Customer agrees to purchase the following Service from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

<u>Quantity Commitment</u>	<u>Service</u>	<u>Non Recurring Charges</u>	<u>Monthly Unit Rate (Each)</u>	<u>Total Monthly Rate</u>
0	56K UNI Port and Access	\$0.00	\$90.62	
0	128K UNI Port and Access	\$0.00	\$161.52	
0	256K UNI Port and Access	\$0.00	\$217.17	
0	384K UNI Port and Access	\$0.00	\$217.17	
47	1.544 UNI Port and Access	\$0.00	\$217.17	\$10,206.99
0	4M UNI Port and Access	\$0.00	\$2,300.00	
0	6M UNI Port and Access	\$0.00	\$2,600.00	
0	10M UNI Port and Access	\$0.00	\$2,850.00	
0	22M UNI Port and Access	\$0.00	\$3,000.00	
0	45M UNI Port and Access	\$0.00	\$3,175.00	
TOTAL				\$10,206.99

Non recurring Charges are not applicable for initial Service installation. Applicable tariff non-recurring charges will apply to any move or relocation of an existing Service.

2. Service Period. Customer shall purchase the Service for a period of thirty-six (36) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof ("Service Period"). Customer may order additional Service at the rates set forth above during the first eighteen (18) months of the Service Period. Termination charges will apply to all Service disconnected prior to the end of the Service Period.

3. Quantity Commitment and Shortfall. The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above (the "Quantity Commitment"). Verizon will review Customer's account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Quantity Commitment, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Quantity Commitment for such Service ("annual review"). Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amounts". Verizon will issue an invoice to Customer for any Shortfall Amounts due hereunder. Verizon will perform such annual review until the Quantity Commitment for Service is met.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 25% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.

5. Technology Upgrade. Pursuant to Verizon's Florida PSC Facilities for Intrastate Access Tariff, Section 2.8(D), if, at any time during the Service Period, Verizon offers to the public a modification, enhancement or improvement to this Service that increases the speed, bandwidth or capacity of this Service ("Upgrade") and such Upgrade is available in the areas of Customer's locations, Customer may request such Upgrade in replacement of all or a portion of this Service at the Customer's locations without termination liability for

ICB-M (JBA-041402)
 Matrix FR East_v_10-29-04



ICB #2004-305624
 Vz Prepared By: JS 021505
 Vz Approved to Form: JS 021505

the replaced Service, provided that (i) Customer subscribes to the Upgrade for a service period at least as long as the Service Period remaining for the replaced Service under this Agreement; (ii) Customer subscribes to the Upgrade at the same Customer locations as the replaced Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available tariffed rates for such Upgrade; and (iii) total charges for such Upgrade for the revised Service Period are equal to or exceed the total charges remaining for the replaced Service. The Upgrade shall be provided, and the applicable rates, terms and conditions will take effect, only after mutual agreement of the parties on all such rates, terms and conditions and only after all necessary filings are made with governmental entities and approvals from such entities are obtained. Rates for the Upgrade will apply prospectively only.

6. Additional Provisions.

- a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
- b. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.
- c. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Service at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.
- d. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before March 29, 2005.

7. **Locations.** The Service shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Abel Elementary	1	DS1	7100 Madonna Place	Bradenton	FL
Anna Marie Elementary	1	DS1	4700 Gulf Dr. N	Bradenton	FL
Ballard Elementary	1	DS1	912 18th St. W	Bradenton	FL
Bashaw Elementary	1	DS1	3515 57th St. E	Bradenton	FL
Bayshore Elementary	1	DS1	6120 26th St. W	Bradenton	FL
Blackburn Elementary	1	DS1	3904 17th St. E	Bradenton	FL
Braden River Elementary	1	DS1	6125 River Club Blvd	Bradenton	FL
Braden River High School	1	DS1	6545 State Road 70 East	Bradenton	FL
Braden River Middle	1	DS1	6215 River Club Blvd	Bradenton	FL
Daughtrey Elementary	1	DS1	515 63rd Ave. E	Bradenton	FL
Duette Elementary	1	DS1	40755 SR62	Duette	FL
Freedom Elementary	1	DS1	9515 E. SR64	Bradenton	FL
Haile Middle	1	DS1	9501 State Rd. 64 E	Bradenton	FL
Harlee Middle	1	DS1	6423 9th St. E	Bradenton	FL
IMC [Printer Ntwk. - Host II]	1	DS1	109 26th Ave. W	Bradenton	FL
Johnson Middle	1	DS1	2121 26th Ave. E	Bradenton	FL
King Middle	1	DS1	600 75th St. NW	Bradenton	FL
Kinnan MG Elementary	1	DS1	3415 Tallevast Rd.	Sarasota	FL
Lakewood Ranch High	1	DS1	5500 Lakewood Ranch Blvd	Bradenton	FL
Lee Middle	1	DS1	4000 53rd Ave. W	Bradenton	FL
Lincoln Middle	1	DS1	305 17th St. E	Palmetto	FL
Manatee Elementary	1	DS1	1609 6th Ave. E	Bradenton	FL
Manatee Technical Institute	1	DS1	5603 34th St. W	Bradenton	FL
Matzke Center	1	DS1	2802 27th St. E	Bradenton	FL
Miller Elementary	1	DS1	4201 Manatee Ave. W	Bradenton	FL
Mills Elementary	1	DS1	7150 69th St. E.	Ellenton	FL
Moody Elementary	1	DS1	5425 38th Ave. W	Bradenton	FL
Myakka City Elementary	1	DS1	37205 South Manatee Ave.	Myakka	FL
Oneco Elementary	1	DS1	5214 22nd St Court E	Bradenton	FL

ICB-M (JBA-041402)
Matrix FR East_v_10-29-04



ICB #2004-305624
Vz Prepared By: JS 021505
Vz Approved to Form: JS 021505

Orange Ridge
 PAL Academy Charter
 Palm View Elementary
 Palma Sola Elementary
 Palmetto Elementary
 Palmetto High
 Parent Information Center
 Prine Elementary
 Rowlett Elementary
 Samoset Elementary
 Sea Breeze Elementary
 Southeast High
 Stewart Elementary
 Sugg Middle
 Tara Elementary
 Tillman Elementary
 Wakeland Frances
 Elementary
 Witt Elementary

1	DS1	400 30th Ave. W
1	DS1	202 13th Ave. E
1	DS1	6025 Bayshore Rd.
1	DS1	6806 5th Ave. NW
1	DS1	834 7th St W
1	DS1	1200 17th St. W
1	DS1	234 Manatee Ave. E
1	DS1	3801 Southern Pkwy. W
1	DS1	3500 9th St. E
1	DS1	1705 33rd Ave. E
1	DS1	3601 71st St. W
1	DS1	1200 37th Ave. E
1	DS1	7905 15th Ave. NW
1	DS1	3801 59th St W
1	DS1	6950 Linger Lodge Road
1	DS1	1415 29th St. E
1	DS1	1812 27th St. E
1	DS1	200 Rye Road E.

Bradenton	FL
Bradenton	FL
Palmetto	FL
Bradenton	FL
Palmetto	FL
Palmetto	FL
Bradenton	FL
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Bradenton	FL
Bradenton	FL
Bradenton	FL
Bradenton	FL
Bradenton	FL
Palmetto	FL
Bradenton	FL
Bradenton	FL





APPLICATION FOR SERVICE
(F.C.C. Tariff)

Customer Name: The Manatee County School District	Main Billing Tel. No: 941-708-8770
Address: 215 Manatee Ave. West Bradenton, FL 34205	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of thirty six (36) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service	Monthly Unit Rate	Non-recurring Charges / Unit
	F.C.C. No 20 Section 5 Part II 5.12 Internet Protocol – Virtual Private Network (IP-VPN) Service		
41	IP-VPN Standard Routing Protocol, Basic QoS 1.5 Mbps per I-VC Section 5.12.9 (A) (1)	\$30.00	N/A
41	Open Shortest Path First (OSPF) 1.5 Mbps per I-VC Section 5.12.9 (A) (3)	\$5.00	N/A
1	IP-VPN Standard Routing Protocol, Basic QoS 300 Mbps per I-VC Section 5.12.9 (A) (1)	\$3,175.00	N/A
1	Open Shortest Path First (OSPF) 300 Mbps per I-VC Section 5.12.9 (A) (3)	\$345.00	N/A
	Administrative Change Charges, per order Section 5.12.9 (C)	N/A	\$100.00
	Expedite Charge, per I-VC Section 5.12.9 (C)	N/A	\$200.00
	F.C.C. No 20 Section 5 Part II 5.11 Transparent LAN Service		
1	TLS Port With Access Line Connection 1000 Mbps 5.11 (F) 1(b)	\$3,500.00	N/A
6	TLS Port With Access Line Connection 10 Mbps 5.11 (F) 1(b)	\$1,000.00	N/A



	F.C.C. No 20 Section 5 Part II 5.9 Frame Relay Service III		
41	Permanant Virtual Circuits (PVC) Committed Information Rate (CIR) 1.152 Mbps Section 5.9.8 D. 1	\$80.00	N/A

The Services will be provided at the following Customer locations:

Adminstration	215 Manatee Ave W.	Bradenton	FL	34205	
Abel Elementary	7100 Madonna Place	Bradenton	FL	34243	
Anna Marie Elementary	4700 Gulf Dr. N	Bradenton	FL	34217	
Ballard Elementary	912 18th St. W	Bradenton	FL	34205	
Bashaw Elementary	3515 57th St. E	Bradenton	FL	34208	
Bayshore Elementary	6120 26th St. W	Bradenton	FL	34207	
Blackburn Elementary	3904 17th St. E	Bradenton	FL	34221	
Braden River Elementary	6125 River Club Blvd	Bradenton	FL	34202	
Braden River High School	6545 State Road 70 East	Bradenton	FL	34203	
Braden River Middle	6215 River Club Blvd	Bradenton	FL	34202	
Daughtrey Elementary	515 63rd Ave. E	Bradenton	FL	34203	
Duette Elementary	40755 SR62	Duette	FL	33834	
Freedom Elementary	9515 E. SR64	Bradenton	FL	34212	
Haile Middle	9501 State Rd. 64 E	Bradenton	FL	34212	
Harlee Middle	6423 9th St. E	Bradenton	FL	34203	
IMC [Printer Ntwk. - Host II]	109 26th Ave. W	Bradenton	FL	34205	
Johnson Middle	2121 26th Ave. E	Bradenton	FL	34208	
King Middle	600 75th St. NW	Bradenton	FL	34209	
Kinnan MG Elementary	3415 Tallevast Rd.	Sarasota	FL	34243	
Lakewood Ranch High	5500 Lakewood Ranch Blvd	Bradenton	FL	34211	
Lee Middle	4000 53rd Ave. W	Bradenton	FL	34210	
Lincoln Middle	305 17th St. E	Palmetto	FL	34221	
Manatee Elementary	1609 6th Ave. E	Bradenton	FL	34208	
Manatee Technical Institute	5603 34th St. W	Bradenton	FL	34210	
Matzke Center	2802 27th St. E	Bradenton	FL	34208	
Miller Elementary	4201 Manatee Ave. W	Bradenton	FL	34204	
Mills Elementary	7150 69th St. E.	Ellenton	FL	34222	
Moody Elementary	5425 38th Ave. W	Bradenton	FL	34205	
Myakka City Elementary	37205 South Manatee Ave.	Myakka	FL	34203	
Oneco Elementary	5214 22nd St Court E	Bradenton	FL	34203	
Orange Ridge	400 30th Ave. W	Bradenton	FL	34205	
PAL Academy Charter	202 13th Ave. E	Bradenton	FL	34208	
Palm View Elementary	6025 Bayshore Rd.	Palmetto	FL	34221	



Palma Sola Elementary	6806 5th Ave. NW	Bradenton	FL	34209
Palmetto Elementary	834 7th ST W	PalmettoFL		34221
Palmetto High	1200 17th St. W	PalmettoFL		34221
Parent Information Center	234 Manatee Ave. E	Bradenton	FL	34208
Prine Elementary	3801 Southern Pkwy. W	Bradenton	FL	34205
Rowlett Elementary	3500 9th St. E	Bradenton	FL	34208
Samoset Elementary	1705 33rd Ave. E	Bradenton	FL	34208
Sea Breeze Elementary	3601 71st St. W	Bradenton	FL	34209
Southcast High	1200 37th Ave. E	Bradenton	FL	34208
Stewart Elementary	7905 15th Ave. NW	Bradenton	FL	34209
Sugg Middle	3801 59th St W	Bradenton	FL	34209
Tara Elementary	6950 Linger Lodge Road	Bradenton	FL	34203
Tillman Elementary	1415 29th St. E	PalmettoFL		34221
Wakeland Frances Elementary	1812 27th St. E	Bradenton	FL	34208
Witt Elementary	200 Rye Road E.	Bradenton	FL	34212

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

It is understood and agreed between the parties herein that, to the extent required under applicable State law, Customer shall be bound hereunder only to the extent of the funds appropriated to it by the applicable governing body, or which may hereafter become appropriated for the purpose of services such as the Services provided under this Application. Should it be necessary, pursuant to this provision, for Customer to terminate this Application or any of the Services provided hereunder, Customer shall make every effort to secure such funds as to pay Verizon for Services provided by Verizon up to and including the date of termination. Should funds subsequently become appropriated to Customer to resume the Services, then Customer shall promptly pay Verizon for all Services performed by Verizon and accepted by Customer for which Verizon has not received payment up to and including the date of termination of the Services by Customer. This provision shall not be construed so as to permit Customer to terminate this Application or any Services in order for Customer to acquire or operate, through the direct or indirect allocation of funds, any other services, network, system or equipment that performs substantially the same functions as the Service sought to be terminated.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

THE MANATEE COUNT SCHOOL DISTRICT

By

Name/title

Date

Robert J. Shapiro
Robert J. Shapiro, Superintendent

2-15-05

ROBERT J. SHAPIRO

Approved as to
legal form
and sufficiency

(Generic-FCC-S-050302)

Page 3 of 3

VERIZON FLORIDA, INC.

By

Name/title

Date

Thomas M. Loe
Thomas M. Loe / Reg VP Sales - R

2-16-05

ESC # 0116

Vz Prepared By: JS 021405

Vz Approved to Form: JS 021405



MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 5 - Item 21 508569 1402234.pdf

Internet Access:

Item 21 Attachment				
Applicant: Manatee County School District			Attachment:	Internet#2
BEN: 127848			Application:	508569
Narrative Description:				
Provides data lines to 56 sites that connect them to the Districts central Internet access point.				
Quantity	Product or Service Description	Unit Cost	Extended Pre-discount Cost	
			Recurring	Non-Recurring
45	T-1's / DS-1	\$15,075.00	\$180,900.00	
1	1000 Mb TLS with 300Mb I-VC with OSPF	\$7,020.00	\$84,240.00	
20	10Mb TLS with I-VC	\$23,400.00	\$280,800.00	
		TOTAL:	\$545,940.00	\$0.00

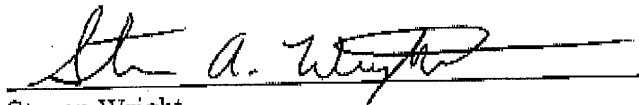
MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 6 - Declaration fm Steve W.PDF

By letter dated September 19, 2006, USAC informed me that a procedural error had been made, and that no new Form 470 or 471 was required for the last two years of the three-year contract with Verizon. As a result, Verizon and Manatee County agreed to void the new contract, relying instead upon the still valid and approved 2005 Contract.

A denial of Manatee County's funding requests because of a misinterpretation of USAC's procedural rules, or as a result of a clerical mistake, would create a hardship upon our school district and its students. The public interest would be better served by a waiver of any procedural deficiencies in the applications I submitted.

This declaration is true and correct to the best of my knowledge and belief, and I make this declaration under oath and subject to a penalty of perjury.

A handwritten signature in black ink, appearing to read "Steven Wright", is written over a horizontal line.

Steven Wright
Executed Under Oath and
Subject to a Penalty of Perjury

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 7 - FY9 470 523540000562737 application.pdf

FCC Form

Approval by OMB
3060-0806**470**

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 523540000562737
Applicant's Form Identifier: manatee200607
Application Status: CERTIFIED
Posting Date: 12/14/2005
Allowable Contract Date: 01/11/2006
Certification Received Date: 12/14/2005

1. Name of Applicant: MANATEE COUNTY SCHOOL DISTRICT		
2. Funding Year: 07/01/2006 - 06/30/2007		3. Your Entity Number 127848
4a. Applicant's Street Address, P.O.Box, or Route Number 215 MANATEE AVE W		
City BRADENTON	State FL	Zip Code 34205-8897
b. Telephone number (941) 708- 8800		c. Fax number (941) 708- 8696
5. Type Of Applicant <input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA; public or non-public[e.g., diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: Steven Wright		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number <input checked="" type="radio"/> 215 MANATEE AVE W		
City	State	Zip Code

BRADENTON

FL

34205-8897

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

- ☒ **6c. Telephone Number** (941) 708- 8800
- ☐ **6d. Fax Number** (941) 708- 8696
- ☐ **6e. E-mail Address** wrights@fc.manatee.k12.fl.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

- a. ☒ Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
- b. ☒ Services for which a new written contract is sought for the funding year in Item 2.
Check if you are seeking ☒ a multi-year contract and/or ☒ a contract featuring voluntary extensions
- c. ☐ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

- a. ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

- b. ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

- c. ☒ Check this box if you prefer discounts on your bill. ☐ Check this box if you prefer reimbursement after paying your bill in full. ☐ Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Centrex Lines for Local Telephone Service	Approx. 1400 existing, plus 200 new
T-1 lines	Approx. 50 existing, plus 12 new
DS3 line	1 existing, plus 1new
OC3 line	1 existing, plus 1new

Fractional T-1 lines	2 existing, plus 1 new
Fiber Optic Ethernet lines	25 existing, plus 12 new
Broad Band Lines for use with cable modems	10 existing, plus 2 new
Cellular phone Service with push-to-talk Direct Connect feature.	Approx. 405 existing, plus 50 new
PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS	PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☐ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Email Servers	2
Web Servers	4
DNS Servers	4
Central Site WAN Router	1
School site WAN Routers	Approx. 5 to 8
Student Email Accounts	Up to 10,000 vendor hosted accounts on a remote server
PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS	PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS

10 ☒ Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	---	--

Service or Function:	Quantity and/or Capacity:
DHCP SERVERS for School Sites	5 to 8
DNS SERVERS for School Sites	5 to 8
Network Switches for School Sites	5 to 8
Wireless Access Points for School Sites	5 to 8
PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS	PLEASE REFER TO HARD COPY RFP FOR EXACT DETAILS

11 ☐ Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each **service or function** (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	---	--

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: _____ Title: _____

Telephone number

() -

Fax number

() -

E-mail Address

13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for

existing services, you may summarize below(including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Resources

14. ☐ Basic telephone service only: If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☒ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☒ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☒ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☐ All public schools/districts in the state:
- ☐ All non-public schools in the state:
- ☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ **If checked, complete Item 18.**

c. ☐ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	56
--------------------------	----

For these eligible sites, please provide the following

Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
941	316,358,708,714,721,723,727,741,751,753

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
MANATEE COUNTY SCHOOL DISTRICT	127848

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
---------------------------------	-----------	--------

Block 5: Certification and Signature

19. ☒ I certify that the applicant includes:(Check one or both.)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. ☐ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☐ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: ☒

28. Date (mm/dd/yyyy): **12/14/2005**

29. Printed name of authorized person: **Dr. Roger Dearing**

30. Title or position of authorized person: **Superintendent**

31a. Address of authorized person: **215 Manatee Ave.**
City: **Bradenton** State: **FL** Zip: **34275**

31b. Telephone number of authorized person: **(941) 708 - 8770** ext. **2260**

31c. Fax number of authorized person: **(941) 7088686**

31d. E-mail address number of authorized person: **dearingr@fc.manatee.k12.fl.us**

31e. Name of authorized person's employer: **School District of Manatee County**

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

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MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 9 - Verizon 2006 Contract.pdf



APPLICATION FOR SERVICE
(F.C.C. Tariff)

Customer Name: The Manatee County School District	Main Billing Tel. No: 941-708-8770
Address: 215 Manatee Ave. West Bradenton FL, 34205	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of balance of 36 month period agreed to on 2-16-05 consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service	Monthly Unit Rate	Non-recurring Charges / Unit
	F.C.C. No. 20 Section 5 Part II 5.11 Internet Protocol – Virtual Private Network (IP-VPN) Service		
41	IP-VPN Standard Routing Protocol, Basic QoS 1.5 Mbps per I-VC Section 5.12.9 (A) (1)	\$30.00	N/A
41	Open Shortest Path First (OSPF) 1.5 Mbps per I-VC Section 5.12.9 (A) (3)	\$5.00	N/A
1	IP-VPN Standard Routing Protocol, Basic QoS 300 Mbps per I-VC Section 5.12.9 (A) (3)	\$3,175.00	N/A
1	Open Shortest Path First (OSPF) 300 Mbps per I-VC Section 5.12.9 (A) (3)	\$345.00	N/A
	Administrative charges per order, Section 5.12.9 (C)	N/A	\$100.00
	Expedite charge per I-VC, Section 5.12.9 (C)	N/A	\$200.00
	F.C.C. No. 20 Section 5 Part II 5.11 Transparent LAN Service		
1	TLS Port with Access Line Connection 1000 Mbps 5.11 (F) 1(b)	\$3,500.00	N/A
6	TLS Port with Access Line Connections 10 Mbps	\$1,000.00	N/A
	F.C.C. No. 20 Section 5 Part II 5.9 Frame Relay Service III		
41	Permanent Virtual Circuits (PVC) Committed Information Rate (CIR) 1.152 Mbps Section 5.9.8 (D) 1	\$80.00	N/A

The Services will be provided at the following Customer locations:

Per original application dated 2-16-05. (Attached)

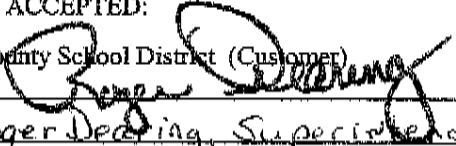
The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. A dditional charges may also be required if suitable facilities are not available to provide the Service at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

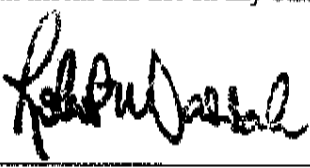
Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

The Manatee County School District (Customer)

By 
Name/title Roger Deering, Superintendent
Date 5/23/06

VERIZON Florida, Inc.

By 
Name/title ROBERT DARRAH
Date 1-27-06


5/23/06



APPLICATION FOR SERVICE
(F.C.C. Tariff)

Customer Name: The Manatee County School District	Main Billing Tel. No: 941-708-8770
Address: 215 Manatee Ave. West Bradenton FL, 34205	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Thirty Six (36) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service	Monthly Unit Rate	Non-recurring Charges / Unit
	F.C.C. No 20 Section 5 Part II 5.11 Transparent LAN Service		
11	TLS Port With Access Line Connection 10 Mbps 5.11 (F)	\$1,000.00	N/A
45	TLS Interoffice Mileage, per line 5.11 (F)	\$100.00	N/A

The Services will be provided at the following Customer locations:

Braden River Middle	6215 River Club Blvd	Bradenton
34202		
King Middle School	600 75th St NW	Bradenton
34209		
Kinnan MG Elementary	3415 Tallevast Rd.	Sarasota
34243		
Manatee Elementary	1609 6th Ave. E	Bradenton
34208		
Mills Elementary	7150 69th St East Palmetto	34221
Orange Ridge	400 30th Ave. W	Bradenton 34205
Nolan Middle	6615 Greenbrook Blvd	Bradenton
34202		
Bayshore High School	5401 34th St. W	Bradenton
34210		
Manatee Senior High	902 3rd St. Court W	Bradenton
34205		

Lakewood Ranch High School 5500 Lakewood Ranch Blvd
Bradenton 34211

Braden River High School 6545 State Road 70 East Bradenton
34204

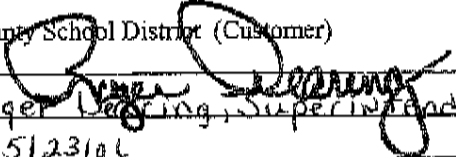
The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

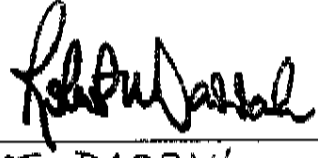
Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

The Manatee County School District (Customer)

By 
Name/title Roger Dearing, Superintendent
Date 5/23/06

VERIZON Florida, Inc.

By 
Name/title ROBERT DARRAH
Date 1-27-06


5/23/06

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 11 - 471-508569-FCDL.PDF



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

September 19, 2006

Steven Wright
MANATEE COUNTY SCHOOL DISTRICT
215 MANATEE AVE W
BRADENTON, FL 34205-8897

Re: Form 471 Application Number: 508569
Billed Entity Number (BEN): 127848
Billed Entity FCC RN: 0011606886
Applicant's Form Identifier: Com2006-07

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$402,517.20 is "Approved."
- The amount, \$327,564.00 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 508569 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.

Schools and Libraries Division - Correspondence Unit,
100 South Jefferson Road, P.O. Box 902, Whippany, New Jersey 07981
Visit us online at: www.usac.org/sl

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

While we encourage you to resolve your appeal with USAC first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

An applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each funding request in your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by USAC.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by USAC to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted.

FUNDING STATUS: Each FRN will have one of the following statuses:

1. "Funded" - the FRN is approved for support. The funding level will generally be the level requested unless USAC determined during the application review process that some adjustment is appropriate.
2. "Not Funded" - the FRN is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for the Funding Year was insufficient to fund all requests.
3. "As Yet Unfunded" - a temporary status assigned to an FRN when USAC is uncertain at the time the letter is sent about whether sufficient funds exist to make commitments for requests for Internal Connections Other than Basic Maintenance or Basic Maintenance of Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and with an "As Yet Unfunded" status on your Internal Connections requests. You would receive one or more subsequent letters regarding the funding decisions on your Internal Connections requests.

CATEGORY OF SERVICE: The type of service ordered from the service provider, as shown on your Form 471.

FORM 470 APPLICATION NUMBER: The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by USAC to service providers seeking payment from the Universal Service Fund Programs. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider, if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes, if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

CONTRACT EXPIRATION DATE: The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471, if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a for "site specific" FRNs only.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: The number of months of service that has been approved for the funding year, for recurring services.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY USAC: The discount rate that USAC approved for this service.

FUNDING COMMITMENT DECISION: The total amount of funding that USAC has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that both you and your service provider recognize that USAC should be invoiced and that disbursement of funds will be made only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE: The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER: The wave number assigned to FCDLs issued on this date.

LAST ALLOWABLE DATE FOR DELIVERY AND INSTALLATION FOR NON-RECURRING SERVICES: The last date approved by the FCC for delivery and installation of eligible non-recurring services (e.g., equipment). (The last allowable date for delivery and installation of recurring services is always the last day of the fund year, that is, June 30, 2007 for Funding Year 2006.)

FUNDING COMMITMENT REPORT
Billed Entity Name: MANATEE COUNTY SCHOOL DISTRICT
BEN: 127848
Funding Year: 2006

Form 471 Application Number: 508569
Funding Request Number: 1399858
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 523540000562737
SPIN: 143001435
Service Provider Name: Verizon Florida Inc.
Contract Number: T
Billing Account Number: A38BD/PL
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$303,870.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$303,870.00
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$182,322.00 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The dollars requested were reduced to
remove: the ineligible product(s)/service(s) Unsubstantiated Charges, Non-Recurring
(OC & C).

FCDL Date: 09/19/2006

Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1402143
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 115340000458286
SPIN: 143001157
Service Provider Name: Qwest Communications Corporation
Contract Number: 950-22-83-4232-04-00
Billing Account Number: N/A
Service Start Date: 07/01/2006
Contract Expiration Date: 01/29/2009
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$61,200.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$61,200.00
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$36,720.00 - FRN approved as submitted

FCDL Date: 09/19/2006

Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

FUNDING COMMITMENT REPORT
Billed Entity Name: MANATEE COUNTY SCHOOL DISTRICT
BEN: 127848
Funding Year: 2006

Form 471 Application Number: 508569
Funding Request Number: 1402171
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 523540000562737
SPIN: 143000892
Service Provider Name: Nextel South Corp.
Contract Number: MTM
Billing Account Number: 941-737-XXXX
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$186,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$186,000.00
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$111,600.00 - FRN approved as submitted

FCDL Date: 09/19/2006

Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1402200
Funding Status: Funded
Category of Service: Internet Access
Form 470 Application Number: 523540000562737
SPIN: 143016611
Service Provider Name: Bright House Networks, LLC
Contract Number: MTM
Billing Account Number: 8223140020881742
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$95,292.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$95,292.00
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$57,175.20 - FRN approved as submitted

FCDL Date: 09/19/2006

Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

FUNDING COMMITMENT REPORT
Billed Entity Name: MANATEE COUNTY SCHOOL DISTRICT
BEN: 127848
Funding Year: 2006

Form 471 Application Number: 508569
Funding Request Number: 1402234
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 523540000562737
SPIN: 143001435
Service Provider Name: Verizon Florida Inc.
Contract Number: 2004-305624
Billing Account Number: 941-708-8770
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2008
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$545,940.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$545,940.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: No contract or legally binding agreement was in place when the Form 471 certification was filed.

FCDL Date: 09/19/2006
Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1402308
Funding Status: Funded
Category of Service: Internet Access
Form 470 Application Number: 523540000562737
SPIN: 143024051
Service Provider Name: Gaggle.net, Inc.
Contract Number: 212372
Billing Account Number: N/A
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$24,500.00
Pre-discount Amount: \$24,500.00
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$14,700.00 - FRN approved as submitted

FCDL Date: 09/19/2006
Wave Number: 022

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

IMPORTANT REMINDERS & DEADLINES

Form 471 Application Number: 508569

Billed Entity Number: 127848

Name of Billed Entity: MANATEE COUNTY SCHOOL DISTRICT

YOUR NEXT STEPS IN THE APPLICATION PROCESS: Following are steps to assist you through the application process. Web page URLs are included to facilitate access to additional information on USAC's website.

REVIEW TECHNOLOGY PLANNING REQUIREMENTS - Program rules require a technology plan based on an assessment of needs and that those plans be approved before the start of services. See "Develop a Technology Plan" at <http://www.usac.org/sl/applicants/step02/> for information about technology plan requirements and approvals.

REVIEW CHILDREN'S INTERNET PROTECTION ACT (CIPA) REQUIREMENTS - CIPA compliance is required for requests for Internet Access, Internal Connections and Basic Maintenance discounts. For information about CIPA requirements and certifications, see "Children's Internet Protection Act (CIPA)" at <http://www.usac.org/sl/applicants/step10/cipa.aspx> for information about CIPA and its requirements.

FILE FORM 486 - You must notify USAC of the start of service, the name of your USAC-certified technology plan approver and your compliance with CIPA on Form 486. See "Begin Receipt of Services" on our website at <http://www.usac.org/sl/applicants/step10/>.

FORM 486 DEADLINE - The Form 486 must be postmarked no later than 120 days after the Service Start Date featured in the Form 486 Notification Letter or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. Use the "Deadlines" calculator on our website at <http://www.usac.org/sl/tools/deadlines> to calculate your Form 486 deadline.

INVOICE USAC - After eligible services have been delivered, invoice USAC to request reimbursement of approved discounts. For information about requesting reimbursement from USAC, see "Invoice USAC" on our website at <http://www.usac.org/sl/applicants/step11/>.

INVOICE DEADLINE - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Use the "Deadlines" calculator on our website at <http://www.usac.org/sl/tools/deadlines> to calculate your invoice deadline.

DOCUMENT RETENTION - Documents related to the receipt of discounts must be retained for at least five years after the last day of service delivered. For more information, see "Document Retention Requirements" on our website at <http://www.usac.org/sl/about/document-retention-requirements/default.aspx>.

OBLIGATION TO PAY NON-DISCOUNT PORTION/FREE SERVICES ADVISORY - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. For further information, see "Obligation to Pay Non-Discount Portion" on our website at <http://www.usac.org/sl/applicants/step11/obligation-to-pay.aspx> and "Free Services Advisory" at <http://www.usac.org/sl/applicants/step06/free-services-advisory.aspx>.

SUSPENSION AND DEBARMENT - Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program. More information and a current list of persons who have been suspended or debarred is posted in "Suspensions and Debarments" on our website at <http://www.usac.org/sl/about/suspensions-debarments.aspx>.

COMPLETE PROGRAM INFORMATION - including more information on these reminders - is posted to the Schools and Libraries area of USAC's website at www.usac.org/sl. You may also contact our Client Service Bureau using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736 or toll-free by phone at 1-888-203-8100.



Schools and Libraries Division
Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

TIME SENSITIVE MATERIAL

01920
Steven Wright
MANATEE COUNTY SCHOOL DISTRICT
215 MANATEE AVE W
BRADENTON, FL 34205-8897



Appeal

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 12 - Nullification Verizon 2006 Contract.pdf

11/15/2006 02:25 VERIZON → 97088696



Verizon Business
22011 Loudoun County Parkway
Ashburn, VA 20147

November 15, 2006

Mr. Steve Wright – Telecommunications Support Manager

Manatee County School Board

To: Manatee County School Board:

By way of this correspondence Verizon declares that the Application for Service contract signed in February of 2005 with the School District of Manatee County is a multi-year contract and is in force until 2008.

Due to a miscommunication and lack of understanding by both parties, the contract signed in 2006 was not required and is null and void.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Fox", written over a horizontal line.

Robert M. Fox

Corporate Account Manager

Accepted by: Steven Wright

A handwritten signature in black ink, appearing to read "Steven Wright", written over a horizontal line.

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 39 - Manatee BEN 127848 Appeal FRN 1402234.pdf

MANATEE COUNTY SCHOOL DISTRICT
2802 B 27th Street East
Bradenton, FL 34208

November 17, 2006

Letter of Appeal

Schools and Libraries Division – Correspondence Unit
P.O. Box 902
100 South Jefferson Road
Whippany, NJ 07981

Re: Appeal of Funding Commitment Decision Letters Issued on September 19, 2006

Authorized person who can best discuss this Appeal with you

Richard Larson
eRate Consulting Services, LLC
141 New Road, Suite 2I
Parsippany, NJ 07054
Phone: (888) 249-1661 ext 323
Fax: (866) 534-1584
Email: rlarson@erateconsulting.com (preferred mode of contact)

Application Information

<u>Entity</u>	Manatee County School District
<u>Billed Entity Number</u>	127848
<u>Funding Year</u>	FY9 (2006-2007)
<u>Form 471 Application Number</u>	508569 ¹
<u>Funding Request Number</u>	1402234
<u>Total Funding Commitment Request</u>	\$327,564.00
<u>Document Being Appealed</u>	Funding Commitment Decision Letter (FCDL) dated September 19, 2006 for 471 # 508569 ²

FCDL Actions Being Appealed:

<u>Funding Commitment Decision</u>	"\$0.00 – Contract Violation" ³
<u>FCDL Explanation</u>	"No contract or legally binding agreement was in place when the Form 471 certification was filed." ³

Appeal:

We request the Schools and Libraries Division reverse its decision to deny funding for FRN 1402234 and approve the requested commitment of \$327,564.00, based on the "Bishop Perry" ruling of May 19, 2006. Manatee County School District (Manatee) erred in preparing their Form 471 # 508569:

- by not referring to the correct establishing Form 470, # 193030000509047⁴ from funding year 2005-06, and

¹ FCC Form 471 # 508569 for funding year 7/1/2006 – 6/30/2007, posted and certified on 2/6/2006 by Manatee County School District.

² Letter from Schools and Libraries Division, Universal Service Administrative Company, to Steven Wright, Manatee County School District (dated September 19, 2006) (Funding Commitment Decision Letter).

³ Ibid: p.7

⁴ FCC Form 470 # 193030000509047 for funding year 7/1/2005 – 6/30/2006, posted 11/10/2004 and certified on 11/15/2004 by Manatee County School District.

- by not referring to the correct three-year contract dated 2/16/05⁵ for the requested services from Verizon Florida, Inc. (Verizon).

Manatee executed the three-year contract with Verizon to provide broadband connectivity to their facilities with the flexibility to migrate to more effective technology during the term of the contract. This original contract did not require further agreements for the second and third years of its term, and substantiates the services summarized in the Item 21 attachment for FRN 1402234.⁶

However, the staff at Manatee was confused regarding USAC's rules on multi-year agreements. Lacking e-rate-experienced personnel, Manatee believed that the proper way to request funding for the second and third years of the contract would be to re-post the services on each of their subsequent two funding years' Forms 470 and then draw up a new contract each year to cover the remaining portion of the original three-year contract term. Based on this misunderstanding of USAC policy, Manatee posted this service on their 2006-07 Form 470 # 523540000562737.⁷

After the 28-day waiting period, a two-part document⁸ was created in late January 2006 to satisfy Manatee's erroneous perception of e-rate multi-year contract procedures. It consists of a duplicate of a portion of the original 2/16/05 contract, and a supplement spelling out technology migration permitted in the original contract. The first part of this new document refers directly to the terms and school listings on the original contract, and does not add to the length of the original agreement. This two-part 2006 document neither changes anything in nor adds anything to the 2/16/05 three-year contract.

Importantly, after being advised of their error via the FCDL of 9/19/2006, Manatee agreed with Verizon to void the two-part 2006 document, and both parties signed a letter⁹ nullifying the erroneous contract and reaffirming the 2/16/05 contract for its full term, which extends into 2008.

In the "Bishop Perry" decision, the FCC states in part:

"The applicant(s) mistake, if not caught by USAC, could not have resulted in the applicant receiving more funding than it was entitled to. In addition, at this time, there is no evidence of waste, fraud or abuse, misuse of funds, or a failure to adhere to core program requirements."¹⁰

We maintain that this series of errors did not change the original properly bid and executed contract from 2005, and in the end, this funding request meets all USAC requirements.

We would like to address an error on the 2006 two-part document: these documents were signed by Verizon on 1/27/06; however, due to a clerical oversight, they remained unsigned by Manatee until 5/23/06. If these were meaningful documents, we would certainly want to appeal the signing date as being a clerical oversight; however, we maintain that these documents were flawed and trivial mistake, nullified by both parties in favor of the actual 3-year contract signed 2/16/05.

⁵ "Service Agreement" made by Verizon Florida, Inc., and Manatee County School District, dated February 16, 2005.

⁶ "Item 21 Attachment" (Attachment: Internet#2; Application: 508569) created by Manatee County School District.

⁷ FCC Form 470 # 523540000562737 for funding year 7/1/2006 – 6/30/2007, posted and certified on 12/14/2004 by Manatee County School District.

⁸ "Application for Service" made by Verizon Florida, Inc., and Manatee County School District, signed January 27, 2006 and May 23, 2006.

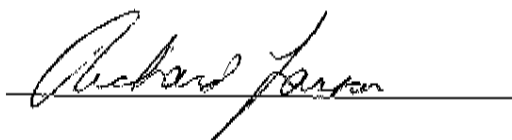
⁹ Letter from Verizon Florida, Inc., to Manatee County School District, dated November 15, 2006.

¹⁰ Bishop Perry Middle School, New Orleans, LA, *et al.*, File No. SLD-487170, *et al.*, CC Docket No. 02-6, order released May 19, 2006., paragraph 11.

In their zeal to adhere to their (mis)understanding of USAC policy and gain approval of this funding request, Manatee caused a document to be created that only succeeded in causing the USAC reviewer to deny the funding request. Item 12 of FRN 1402234 clearly should have shown Form 470 # 193030000509047 (from funding year 2005-06), and the contract signed on 2/15/05 should have been provided in substantiation of this funding request.

In light of the above, please reverse the decision to deny funding for FRN 1402234 and approve the requested commitment of \$327,564.00. Thank you for your time and consideration.

Authorized signature for this Appeal¹¹



Date: 11/17/06

Richard Larson
eRate Consulting Services, LLC
141 New Road, Suite 2I
Parsippany, NJ 07054
Phone: (888) 249-1661 ext 323
Fax: (866) 534-1584
email: rlarson@erateconsulting.com

¹¹ "Letter of Agency for Funding Year: YR9 (2006-2007)" from Roger Dearing, Superintendent, Manatee County School District, authorizing employees of eRate Consulting Services, LLC, to perform e-rate services on behalf of Manatee.

MANATEE COUNTY SCHOOL DISTRICT
BEN 127848
471 # 508569, FRN 1402234
Letter of Appeal
Federal Communications Commission
May 3, 2007

NOTE 40 - LOA Manatee YR9.pdf

School Board of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

DR. ROGER DEARING
SUPERINTENDENT
* * *

215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941) 708-8770
FAX (941) 708-8686

Date September 22, 2006

SCHOOL BOARD
FRANK BRUNNER
* CHAIRMAN *
HARRY G. KINNAN
* VICE-CHAIRMAN *
BARBARA A. HARVEY
WALTER E. MILLER
LARRY SIMMONS

Letter of Agency for Funding Year: YR9 (2006-2007)
Billed Entity Number: 127848

I hereby authorize eRate Consulting Services, LLC and its employees; Jonathan M. Slaughter, Steve Tenzer, Carlos Alvarez, John Allen Dees, Jr., Rich Larson, Matt Hetman and Toni Ferguson to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Library Division on behalf of our school district for all eligible services outlined in the most current "Eligible Services List" published by USAC.

I understand that in submitting these forms on our behalf, you are making certifications for our school district. By signing this letter of agency, I make the following certifications:

- (a) I certify that the schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the schools in our district have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services.
- (c) I certify that all schools in our district are covered, or will be covered at the time funded services are provided, by E-rate approved technology plans (unless discounts are only being requested for basic local and long distance telephone service).
- (d) I certify that our school district is compliant, or will be compliant at the time funded services are provided, with the Children's Internet Protection Act (unless discounts are only being requested for telecommunications services.)
- (e) I certify that the services that our school district purchases using E-rate discounts (as described in the law 47 U.S.C. Sec. 254) will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- (f) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought.
- (g) I certify that our school district has complied with all E-rate program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.
- (h) I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of the benefits from those services.
- (i) I certify that I am authorized to sign this letter of agency and, to the best of my knowledge, information, and belief, all information provided to E-rate Consulting Services, LLC for E-rate submission is true.
- (j) I authorize E-rate Consulting Services, LLC to act as our agent in a limited capacity with any service providers to request Customer Service Records. We are NOT granting E-rate Consulting, LLC authority to make any changes on our behalf.

I understand that persons willfully make false statements on E-rate forms or through this letter of agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001

Signature:

Name:

Title:

Roger Dearing by Patricia C. Dees
Roger Dearing
Superintendent

ROBERT J. SHAPIRO
Approved as to
legal form
and sufficiency

MM
9/25/06

09/25/2006 01:02

No. : R084

P. 003/010